

## Terms of Service

Last Updated: March 14, 2025

THESE TERMS OF SERVICE CONTAIN A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES IN CERTAIN CIRCUMSTANCES, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS. VIEW THESE TERMS [HERE](#).

## Welcome to 23andMe Terms of Service

Like the As, Ts, Cs, and Gs that make up your DNA, our Terms of Service (what we call the “Terms”) make up the agreement between 23andMe, Inc. (“23andMe”) and you. These Terms govern your use and access to 23andMe’s products, software, services, and website (including but not limited to text, graphics, images, and other material and information) as accessed from time to time by you, regardless if the use is in connection with an account or not (collectively, the “Services”).

Please read the Terms carefully, and any policies, guidelines, or rules applicable to such Services, as they constitute a legal agreement between 23andMe and you. We also encourage you to review our Privacy Statement for additional information. Of course, if you do not agree with our Terms or any other policies, then do not use the Services. You can delete your account from your Account Settings at any time.

These Terms apply to you if you live in the United States or if you access our Services in the United States. If you live outside the United States, please review the Terms available in the respective region specific to the 23andMe Services you access.

### 1. Who Can Use the Services

We believe everyone should be able to access, understand, and benefit from their genome. That said, there are a few restrictions about who can use our Services. By using the Services or creating an account, you represent, warrant and agree that:

- You can form a binding contract with 23andMe;
- You are not a person barred from receiving the Services under the laws of the jurisdiction from which you use the Services;
- You are at least 18 years old;
- Any sample you provide to 23andMe is either your own, or the sample of a minor for whom you are a parent or legal guardian, or the sample of a person for whom you are a legally authorized representative;
- The sample you provide is not from a bone marrow or stem cell recipient (Why? Click [here \(https://customercare.23andme.com/hc/en-us/articles/202907990-I-Received-a-Bone-Marrow-Transplant-Can-I-Use-the-23andMe-Personal-Genetic-Service\)](https://customercare.23andme.com/hc/en-us/articles/202907990-I-Received-a-Bone-Marrow-Transplant-Can-I-Use-the-23andMe-Personal-Genetic-Service) more information);
- You are not an insurance company or an employer; and
- You will not use the Services for any investigative forensic genealogy uses.

### Other Terms and Conditions

If you choose to use or purchase additional Services for a business or commercial purpose, or any purpose other than personal use, they may have their own terms and conditions. The specific terms and conditions associated with the use or purchase of additional Services are made a part of these Terms by this reference. Just like you agree to these Terms, you agree to abide by those additional terms and conditions too. In the event those additional terms may conflict with or be inconsistent with these Terms, including any arbitration provision or dispute resolution provision, these Terms will control.

The following terms also govern and apply to your use of the Services, and they are incorporated herein by this reference:

- [Membership Terms \(https://www.23andme.com/about/tos/subscription/\)](https://www.23andme.com/about/tos/subscription/)
- [Telehealth Terms \(https://www.23andme.com/legal/telehealth-tos/\)](https://www.23andme.com/legal/telehealth-tos/)
- [Important Test Info \(https://www.23andme.com/test-info/\)](https://www.23andme.com/test-info/)

Each of these terms and conditions may be changed from time to time.

23andMe may make changes to the Terms at any time. If we make a material change to the Terms, we will notify you, such as by posting a notice on our website or sending a message to the email address associated with your account. By continuing to access or use the Services, you agree to be bound by the revised Terms.

Once you obtain your Genetic Information, the knowledge is irrevocable. You should not assume that any information provided to you, whether now or as genetic research advances, will be welcome or positive. As research advances, you may need to obtain further Services from 23andMe, your physician, a genetic counselor, or other healthcare provider. We encourage you to talk to a genetic counselor to help you understand your results and testing options.

Some people feel a little anxious about getting genetic health results and you may learn information about yourself that you do not anticipate. This is normal. If you feel very anxious, you should speak to your physician or a genetic counselor prior to collecting your sample for testing. Additionally, you may discover things about yourself that trouble you and that you may not have the ability to control or change (e.g., your father is not genetically your father, surprising facts related to your ancestry, or that someone with your genotype may have a higher than average chance of developing a specific condition or disease).

The laboratory may not be able to process your sample, and the laboratory process may result in errors. The laboratory may not be able to process your sample up to 5% of the time if your saliva does not contain a sufficient volume of DNA, you do not provide enough saliva, or the results from processing do not meet our standards for accuracy.\*

Here's our policy on re-processing failed samples:

- If the initial processing fails for any of above reasons, we will reprocess the same sample at no charge to the user.
- If the second attempt to process the same sample fails, we will offer to send another sample collection kit to the user to collect a second sample at no charge.
- If the second attempt to process the sample is unsuccessful, (up to 0.65% of all samples fail the second attempt at testing according to 23andMe data obtained in 2019 for all genotype testing),\* 23andMe will not send additional sample collection kits and the user will be entitled solely and exclusively to a complete refund of the amount paid to 23andMe, less shipping and handling, provided the user shall not resubmit another sample through a future purchase of the Service.

Note: If the user breaches this policy agreement and resubmits another sample through a future purchase of the Service and processing is not successful, 23andMe will not offer to reprocess the sample. Even for processing that meets our high standards, a small, unknown fraction of the data generated during the laboratory process may be un-interpretable or incorrect (referred to as "Errors").

**No Refunds.** Except as may be required by applicable law, payments are non-refundable and there are no refunds or credits for partially used services. Please refer to [23andMe's Return and Refund Policy \(https://customer.23andme.com/hc/en-us/articles/202907780\)](https://customer.23andme.com/hc/en-us/articles/202907780).

You should not change your health behaviors solely on the basis of Genetic Information received from 23andMe.

23andMe's Services are not intended to diagnose any condition or disease.

- For most common diseases, the genes we know about are only responsible for a small fraction of the risk. Your ethnicity, environmental factors, and lifestyle choices are far more important predictors and may affect the relevance of each report and how your results may be interpreted.
- The Services are not intended to tell you anything about your current state of health, or to be used to make medical decisions, including whether or not you should take a medication, how much of a medication you should take, or determine any treatment.
- If you have concerns or questions about what you learn through 23andMe, you should contact your physician or other healthcare provider before making any lifestyle changes. Please note that genetic risk assessment is not applicable to results of carrier screening tests.

23andMe Services are for research, informational, and educational use only. We do not provide medical advice. Please note, the Genetic Information provided by 23andMe is for research, informational, and educational use only. This means two things:

1. Many of the genetic discoveries that we report have not been clinically validated, and the technology we use, which is the same technology used by the research community, to date has not been widely used for clinical testing.
2. Talk to your Healthcare provider. 23andMe does not endorse, warrant or guarantee the effectiveness of any specific course of action, resources, tests, physician or other healthcare providers, drugs, biologics, medical devices or other products, procedures, opinions, or other information that may be mentioned on our website. If we provide any recommendations and/or potential ways to take action, this information is intended for informational purposes only and for discussion with your physician or other healthcare provider. The Services are not intended to be used by the customer for any diagnostic purpose and are not a substitute for professional medical advice. Reliance on any information provided by 23andMe, 23andMe employees, others appearing on our website at the invitation of 23andMe, or other visitors to our website is solely at your own risk.

While we are licensed in the State of California as a clinical laboratory, not all jurisdictions require our Services to be subject to license. Therefore, we are not universally licensed by all state, federal, or international authorities for genetic testing conducted for health and disease-related purposes. In addition, there are certain jurisdictions in which we do not offer our Services because we do not have the required licenses.

Furthermore, to expand and accelerate the understanding and practical application of genetic knowledge in healthcare, we invite all eligible genotyped users to participate in 23andMe Research. When we use the term "Product Development," it means research performed for the purpose of new product development and new product development activities performed by 23andMe on De-identified Information. These activities may include, among other things, improving our Services and/or offering new products or services to you; performing quality control activities; or conducting data analysis that may lead to and/or include commercialization with a third party. Participation in such research is voluntary and based upon an Institutional Review Board-approved consent document.

## 2. Using the Services

In our Do's and Don'ts list below, we describe what you can and cannot do while using the Services.

### Do's

By accessing 23andMe Services, you **agree** to, acknowledge, and represent that:

- You give permission to 23andMe, its contractors, successors, and assignees to analyze your submitted sample(s) and you specifically request 23andMe to disclose the results of analyses to you and to others you authorize.
- You acknowledge that 23andMe may offer different or additional technologies or features to collect and/or interpret your samples and information in the future, and that your initial purchase of the Service does not entitle you to any different or additional technologies or features for collection or interpretation of your samples or information without fee, and that you will have to pay additional fees in order to have your samples or information collected, processed, and/or interpreted using any future or additional technologies or features.
- You understand that by providing any sample, having your information processed, accessing your information, or providing information, you acquire no rights in any research or commercial products that may be developed by 23andMe or its collaborators. You specifically understand that you will not receive compensation for any research or commercial products that include or result from your information.
- You will follow the user conduct guidelines, as described below at all times.
- Your sample, once submitted to and analyzed by us, is processed in an irreversible manner and cannot be returned to you. See our website for more information on sample processing. Any information derived from your sample remains your information, subject to rights we retain as set forth in these Terms.

### Don'ts

As a condition of your use of the Services, you warrant to 23andMe that you will not use the Services for any purpose that is unlawful or prohibited by these Terms, conditions, or notices. You may not use the Services in any manner that could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Services.

Furthermore you agree you will **not** to use the Services to:

- (1) upload, post, email, or otherwise transmit any material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that might reasonably be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or other statutorily protected status;
- (2) impersonate any person or entity, including, but not limited to, anyone affiliated with 23andMe, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (3) add your own headers, forge headers, or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;
- (4) "stalk" or otherwise harass another;
- (5) upload, post, email, or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (6) use any information received through the Services to attempt to identify other customers, to contact other customers (other than through features for contacting other users such as DNA Relatives offered pursuant to the Services), or for any forensic use;
- (7) download any file posted by another user of the Service that you know, or reasonably should know, cannot legally be distributed in such manner;
- (8) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights ("Rights") of 23andMe or any other party;
- (9) harm minors in any way;
- (10) advertise or offer to sell or buy any goods or services for any business purpose, unless such area specifically allows such messages;
- (11) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose and only to the extent such content is authorized by law;
- (12) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- (13) use manual or automated software, devices, scripts, robots, or other means or processes to access, data mine, extract, "scrape," "crawl," or "spider" any web pages or other services contained in the site, including to develop or improve any software program, algorithm, or machine learning or artificial intelligence model, unless explicitly permitted by 23andMe;
- (14) engage in "framing," "mirroring," or otherwise simulating the appearance or function of 23andMe's website;
- (15) attempt to or actually override any security component of 23andMe web services;
- (16) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;

- (17) violate these Terms, any code of conduct, or other guidelines which may be applicable for any particular area of the Service or have been communicated to you by anyone affiliated with 23andMe;
- (18) intentionally or unintentionally violate any applicable local, state, national, or international law, or any regulations having the force of law; or
- (19) advocate, encourage, or assist any third party in doing any of the foregoing.

## Violations of the Terms

You agree that 23andMe may, in its sole discretion and without prior notice, terminate your access to the Services. You also agree that any violation by you of these Terms, including incorporated policies, such as the user conduct guidelines, will constitute an unlawful and unfair business practice, and will cause irreparable harm to 23andMe, for which monetary damages would be inadequate, and you consent to 23andMe obtaining any injunctive or equitable relief that 23andMe deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies 23andMe may have at law or in equity.

23andMe may preserve or disclose any information we have about you if we determine that such preservation or disclosure is necessary. Reasons for disclosure may include, but are not limited to: a connection with any investigation or complaint regarding your use of the Services, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) 23andMe's rights or property, or the rights or property of visitors to or users of the Services, including 23andMe's customers. 23andMe reserves the right to preserve or disclose any information that 23andMe deems necessary to comply with any applicable law, regulation, or valid legal process.

If 23andMe does take any legal action against you as a result of your violation of these Terms, 23andMe will be entitled to recover from you, and you agree to pay all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to 23andMe. You agree that 23andMe will not be liable to you or to any third party for termination of your access to the Services as a result of any violation or suspected violation of these Terms.

## Accounts, Passwords and Security

To use certain Services, you may need to create an account. You agree to provide 23andMe with accurate, updated, and complete information for your account. Any parent or guardian who uses the Services on behalf of their child who is under 18 assumes full responsibility for ensuring the information that they provide to 23andMe about their child is kept secure and that the information submitted is accurate. You are fully responsible for all activities that occur under your 23andMe account, so it's important to keep your account and password secure. If you think someone has gained access to your account, please contact our Customer Care Team immediately.

## Privacy

Your use of the Services is governed by our [Privacy Statement \(https://www.23andme.com/about/privacy/\)](https://www.23andme.com/about/privacy/). We encourage you to review our Privacy Statement to learn more about how we handle data.

## Export Control and Applicable Laws and Regulations

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable content. Specifically, you agree 1) that providing your sample is not subject to any export ban or restriction in the country in which you reside, 2) that your sample and data may be transferred and/or processed outside the country in which you reside, and 3) that you will comply with all applicable laws regarding the transmission of technical data exported from the United States or the country from which you access any Service online.

# 3. Licensing and Intellectual Property Rights

## User Content

"User Content" is all information, data, text, software, music, audio, photographs, graphics, video, messages, or other materials generated by users of the Services and transmitted, whether publicly or privately, to or through 23andMe. User Content does not include genetic or health information. To provide the Services to you, you must grant us a license to your User Content. We do not claim ownership of User Content, but you grant us a license to use it.

You give 23andMe, its affiliated companies, sublicensees and successors and assignees a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to host, reproduce, adapt, modify, translate, publish, publicly perform, store, publicly display, distribute, reproduce, edit, reformat, and create derivative works from any User Content that you submit, post, or display on or through the Services. This license is fully-paid and royalty free, meaning we do not owe you anything else in connection with our use of your User Content. You acknowledge and agree that this license includes a right for 23andMe to make such User Content available to other companies, organizations, or individuals with whom 23andMe has relationships, and to use such User Content in connection with the provision of those services.

What does it mean to provide us with a license to your User Content? It means:

- You represent and warrant to 23andMe that you have all the rights, power, and authority necessary to grant the above license.
- Unless otherwise specified, you retain copyright and any other rights you already hold over User Content that you create and submit, post, or display on or through the Services.



- You acknowledge and agree that you, and not 23andMe, are entirely and solely responsible for all User Content that you upload, post, email, or otherwise transmit via the Service.
- You acknowledge that 23andMe and its designees have the right (but not the obligation) to modify, or remove any available User Content. Without limiting the foregoing, 23andMe and its designees shall have the right to remove any content that violates the Terms or is deemed by 23andMe, in its sole discretion, to be otherwise objectionable. You acknowledge and agree that you bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
- You understand that you should not expect any financial benefit from 23andMe as a result of having your information processed; made available to you; or, as provided in our Privacy Statement and these Terms, shared with or included in reports or data shared with any research collaborator.

## Limited License

Other than User Content, all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Services is owned, controlled or licensed by or to 23andMe, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

23andMe grants you a limited license to copy and distribute free of charge any information contained in 23andMe products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by 23andMe for sharing or downloading from the Services, provided that you do not:

- Remove any proprietary notice language in all copies of such documents;
- Copy or post such information on any networked computer or broadcast it in any media;
- Make modifications to any such information;
- Make any additional representations or warranties relating to such documents; and,
- Use such information for your non-personal, commercial purpose(s).

## Product Warranty

- 23andMe warrants that its products will be free from defects in materials and workmanship for the period of time applicable to such products. This warranty and any other product warranties, expressed or implied, are only valid on products purchased from 23andMe.com or from one of our official authorized retail partners.
- 23andMe does not support the unauthorized resale of its products, and 23andMe is unable to ensure the quality of its products when sold by unauthorized sellers or through unauthorized channels. We strongly encourage our customers to purchase only from 23andMe.com or from one of our official authorized retail partners. 23andMe does not extend any warranty or satisfaction guarantee to products purchased from unauthorized resellers. We reserve the right to cancel orders and/or block future 23andMe.com purchases by customers that appear to be purchasing items for resale on third-party sites, or found to be using multiple accounts to attempt to surpass any quantity limits.

## Product Diversion and Resale of 23andMe Products

- Only our authorized retail partners are permitted to resell 23andMe products. No other parties are authorized to sell 23andMe products or purchase products from 23andMe.com or from an authorized retail partner for the purpose of reselling the products. No person or entity, without the express written consent of 23andMe, is authorized to sell on any e-commerce platform, such as, but not limited to, Amazon, eBay, or Walmart. Authorized retail partners are prohibited from, and shall take reasonable steps to avoid, selling to any third party that intends to resell 23andMe products. In the event an authorized retail partner becomes aware, or is informed by 23andMe, that it is selling products to an unauthorized reseller, such authorized retail partner shall immediately cease doing business with such unauthorized reseller.
- Authorized retail partners agree to handle and store all 23andMe products in accordance with the Material Safety Data Sheets and any other 23andMe requirements, which are provided to authorized retail partners. Additionally, all products must be stored in secure, climate-controlled facilities. To ensure the safety and well-being of consumers, all authorized retail partners agree to cooperate with 23andMe with respect to any product recalls or other consumer safety information dissemination efforts. Authorized retail partners further agree to maintain customer service phone and email response functions to handle customer complaints, returns and other customer service functions. Authorized retail partners further agree to represent 23andMe products with current images of the products and offerings. Unauthorized retailers do not have any licenses to any 23andMe copyright or trademark rights.
- Authorized retail partners shall only sell 23andMe products in their original packaging. Relabeling, repackaging, and other alterations to 23andMe products or their packaging is not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, SKU, or other identifying information on products or their packaging is prohibited. Authorized retail partners may not remove, translate, or modify the contents of any label or literature on or accompanying the products. Authorized retail partners shall not use 23andMe trademarks, logos, icons, product names, taglines, and slogans supplied by 23andMe, other than as permitted by 23andMe. Authorized retail partners shall promptly take down any use of 23andMe trademarks that 23andMe requests to be taken down. Authorized retail partners shall not advertise, market, display, or demonstrate non-23andMe products together with 23andMe products in a manner that would create the impression that the non-23andMe products are made by, endorsed by, or associated with 23andMe. For legitimate business reasons, certain authorized retail partners, who have the written consent of 23andMe, are not required to strictly comply with the foregoing provisions.
- Promptly upon receipt of 23andMe products, authorized retail partners must inspect the products for damage, defects, evidence of tampering, product expiration, or other non-conformances. If any defect is identified, such defective product must not be offered for sale and must promptly be reported to 23andMe.

## Indemnity

You agree to defend and hold 23andMe, and its subsidiaries, affiliates, officers, agents, contractors, partners, employees, successors, and assigns harmless from any claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post to, or transmit through the Service; your use of the Service; your connection to the Service; your violation of the Terms; or your violation of any rights of another.

If you have submitted a sample or otherwise provided your own information, you will defend and hold harmless 23andMe, its employees, contractors, successors, and assignees from any liability arising out of the use or disclosure of any information obtained from analyzing your sample and/or analyzing your information, which is disclosed to you consistent with our Privacy Statement or results from any third-party add-ons to tools we provide. In addition, if you choose to provide your information to third parties - whether individuals to whom you facilitate access, intentionally or inadvertently, or to third parties for diagnostic or other purposes - you agree to defend and hold harmless 23andMe, its employees, contractors, successors, and assignees from any and all liability arising from such disclosure or use of your information.

## Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT: (1) YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 23ANDME EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. (2) 23ANDME MAKES NO WARRANTY THAT (a) THE SERVICES WILL MEET YOUR REQUIREMENTS; (b) THE PRICES, DESCRIPTIONS OF ANY PRODUCT OR SERVICE, OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, TIMELY, OR UNFAILINGLY SECURE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS AND (e) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. (3) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. (4) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM 23ANDME OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND SHALL NOT BE RELIED UPON AS MEDICAL ADVICE. (5) YOU SHOULD ALWAYS USE CAUTION WHEN GIVING OUT ANY PERSONALLY IDENTIFYING INFORMATION ABOUT YOURSELF OR THOSE FOR WHOM YOU HAVE LEGAL AUTHORITY. 23ANDME DOES NOT CONTROL OR ENDORSE ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES AND, THEREFORE, 23ANDME SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR PARTICIPATION IN THE SERVICES. (6) WE MAY REQUEST CERTAIN INFORMATION FROM YOU THAT IS APPLICABLE TO A TRANSACTION, INCLUDING, WITHOUT LIMITATION, CURRENT CREDIT CARD AND OTHER PAYMENT AND SHIPPING INFORMATION. BY PROVIDING US YOUR INFORMATION, YOU EXPRESSLY GRANT US THE RIGHT TO PROVIDE SUCH INFORMATION TO THIRD PARTIES FOR PURPOSES OF FACILITATING THE COMPLETION OF TRANSACTIONS INITIATED BY YOU OR ON YOUR BEHALF.

## Limitation of Liability

WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT 23ANDME SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF 23ANDME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WITHIN THE LIMITS ALLOWED BY APPLICABLE LAWS, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT 23ANDME SHALL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM: (a) THE USE OR THE INABILITY TO USE THE SERVICES; (b) ANY ACTION YOU TAKE BASED ON THE INFORMATION YOU RECEIVE IN, THROUGH, OR FROM THE SERVICES, (c) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL, (d) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (e) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (f) THE IMPROPER AUTHORIZATION FOR THE SERVICES BY SOMEONE CLAIMING SUCH AUTHORITY; or (g) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES.

## 5. Dispute Resolution and Arbitration

### Dispute Resolution (including Arbitration, Class Action Waiver and Time to Initiate Action)

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

- a. **Initial Dispute Resolution Period:** Our Customer Care team is available at [customercare@23andme.com](mailto:customercare@23andme.com) to address any concerns you may have regarding the Services. Most concerns are quickly resolved in this manner. In an effort to accelerate resolution and reduce the cost of any Dispute (defined below) between us, you and we agree to first attempt to negotiate any Dispute informally for at least sixty (60) days before either party initiates any arbitration or court proceeding (the "Initial Dispute Resolution Period"). That period begins upon receipt of written notice from the party raising the Dispute. If we have a dispute with you, we will send the notice of that Dispute to the email address you have provided to us. If you have a dispute with us, you agree to send us a written notice by email to: [dispute@23andme.com](mailto:dispute@23andme.com). A notice of Dispute will not be valid, and will not start the Initial Dispute Resolution Period, and will not allow you or us to later initiate a lawsuit or arbitration, unless it contains all of the information required by this paragraph: (a) subject line reading: "Notice of Dispute"; (b) description of the nature of the claim or dispute and the underlying facts; (c) ~~NAME OF THE DISPUTE~~

arose; (d) the specific relief sought; and (e) name, email address, and physical mailing address of the party seeking relief. The Initial Dispute Resolution Period must include a conference between you and us to attempt to informally resolve any Dispute in good faith. You will personally appear at the conference telephonically or via videoconference; if you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference. The conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same conference unless all parties agree. Compliance with this informal dispute resolution process is mandatory and a condition precedent to initiating an arbitration or litigation. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph. If either party violates this Initial Dispute Resolution Period paragraph, a court of competent jurisdiction has the authority to enjoin the prosecution of the arbitration or court proceeding, and, unless prohibited by law, the arbitration provider shall neither accept nor administer any such arbitration nor assess fees in connection with such arbitration.

- b. **Scope:** The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). You and we agree that any dispute, claim or controversy between you and 23andMe asserted after the effective date of these Terms, including but not limited to all disputes arising out of these Terms or your use of the Services (each, a "Dispute") shall be finally settled by binding arbitration except as expressly excluded below in the Section titled "Exceptions to Binding Arbitration."
- c. **Binding Arbitration:** If you and we do not reach an agreement to resolve the Dispute following the Initial Dispute Resolution Period (and including the conference of the parties provided in the preceding paragraph), you or we may commence an arbitration proceeding. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "JAMS Rules") and in accordance with the Expedited Procedures in those Rules, which are available at [www.jamsadr.com](http://www.jamsadr.com), unless it is a Mass Arbitration before NAM, as defined below. If, for any reason, JAMS is unable to provide the arbitration, then except as otherwise stated below, you or we may file a Dispute with any national arbitration company that handles consumer arbitrations following procedures that are substantially similar to the JAMS Expedited Procedures in the JAMS Comprehensive Arbitration Rules.
  - i. **Process:** In order to initiate arbitration following the conclusion of the Initial Dispute Resolution Period, a party must provide the other party with a written demand for arbitration and file the demand with the applicable arbitration provider. A party initiating an arbitration against 23andMe must send the written demand for arbitration to 23andMe, Inc., ATTN: General Counsel, 223 N. Mathilda Ave., Sunnyvale, CA 94086. By signing the demand for arbitration, the party and its counsel certifies to the best of the party's and counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (iv) the party has complied with the Initial Dispute Resolution Period, including participation in an in-person conference, as described above. The Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law for either party's violation of this requirement.
  - ii. **Location & Hearing:** If you are a resident of the United States, then the arbitration hearing shall be held in the county in which you reside or at another mutually agreed location. If you are not a resident of the United States, then the arbitration hearing will be held in Santa Clara County, California, United States, or another mutually agreed location. Where no disclosed claims or counterclaims exceed \$25,000, the dispute shall be resolved by the submission of documents only, subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. In cases where an in-person hearing is held, you and/or 23andMe may attend remotely, unless the arbitrator requires otherwise. The language of the arbitration will be English.
  - iii. **Arbitrator's Decision:** The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law. The decision of the arbitrator shall be final and binding on you and us, and any award of the arbitrator may be entered in any court of competent jurisdiction. The arbitrator shall determine the scope and enforceability of this arbitration agreement, including whether a Dispute is subject to arbitration. The arbitrator has authority to decide all issues of validity, enforceability, or arbitrability. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity.
  - iv. **Fees:** Your and our right to recover attorneys' fees, costs and arbitration fees shall be governed by the laws that apply to the parties' Dispute, as well as any applicable arbitration rules. Either party may make a request that the arbitrator award attorneys' fees and costs upon showing that the other party has asserted a claim, cross-claim, defense, or procedural tactic that is groundless in fact or law, brought in bad faith, for the purpose of harassment, or is otherwise frivolous, as allowed by applicable law and the JAMS Rules.
  - v. **Mass Arbitration Before NAM:** Notwithstanding the parties' decision to have arbitrations administered by JAMS (and subject to the exceptions otherwise set forth in the "Exceptions to Binding Arbitration" Section), if 25 or more demands for arbitration are filed relating to the same or similar subject matter and sharing common issues of law or fact, and counsel for the parties submitting the demands are the same or coordinated, you and we agree that this will constitute a "Mass Arbitration." If a Mass Arbitration is commenced, you and we agree that it shall not be governed by JAMS Rules or administered by JAMS. Instead, a Mass Arbitration shall be administered by NAM, a nationally recognized arbitration provider, and governed by the NAM Rules in effect when the Mass Arbitration is filed, excluding any rules that permit arbitration on a class-wide basis (the "NAM Rules"), and under the rules set forth in these Terms. The NAM Rules are available at <https://namadr.com/resources/rules-fees-forms/or> by calling 1-800-358-2550. You and we agree that the Mass Arbitration shall be resolved using NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures, available at <https://www.namadr.com/>. Before any Mass Arbitration is filed with NAM, you and we agree to contact NAM jointly to advise that the parties intend to use NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures. The individual demands comprising the Mass Arbitration shall be submitted on NAM's claim form(s) and as directed by NAM. You and we agree that if either party fails or refuses to commence the Mass Arbitration before NAM, you or we may seek an order from NAM compelling compliance and directing administration of the Mass Arbitration before NAM. Pending resolution of any such requests, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. If for any reason the provisions in this Mass Arbitration Before NAM paragraph are found to be unenforceable, or if for any reason NAM declines to administer the Mass Arbitration, then the Disputes comprising the Mass Arbitration shall be administered by AAA consistent with the provisions of the Dispute Resolution Section of these Terms.



1. **Appointment of Procedural Arbitrator in Mass Arbitration.** You and we agree to cooperate in good faith to implement the Mass Arbitration process to minimize the time, filing fees, and costs of the Mass Arbitration. Those steps include, but are not limited to (1) the appointment of a Procedural Arbitrator to efficiently and cost-effectively manage the Mass Arbitration and to rule on proposals by the parties for the efficient and cost-effective management of the Mass Arbitration to the extent the parties cannot agree; and (2) the adoption of an expedited calendar for the arbitration proceedings.

d. **Exceptions to Binding Arbitration.** Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may invoke the following exceptions to arbitration:

- i. **Provisional Remedies:** Either party may seek provisional remedies in aid of arbitration and to enforce the Initial Dispute Resolution Period from a court of appropriate jurisdiction, subject to the forum selection provisions below.
- ii. **Intellectual Property and Trade Secret Disputes:** Either party may bring an action in state or federal court that only asserts claims for patent infringement or invalidity, copyright infringement, piracy, moral rights violations, trademark infringement, and/or trade secret misappropriation, subject to the forum selection provisions below.
- iii. **Small Claims Court.** Either party may seek relief in a small claims court for any individual disputes or claims within the scope of that court's jurisdiction. If an arbitration is filed, before the arbitrator is formally appointed either party can send written notice to the opposing party and the applicable arbitration provider that it wants the case decided by a small claims court, after which the arbitration provider may close the case, in which instance no filing fees shall be due or payable by either party. Any disagreement about whether a Dispute is subject to small claims court shall be decided by small claims court or a court of competent jurisdiction, not the arbitrator.

e. **Class and Collective Action Waiver.** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, YOU AND WE AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION OR CLASS ARBITRATION.

f. **Statute of Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

g. **Forum.** For any Dispute not subject to binding arbitration, to the fullest extent allowed by law, you and we agree to submit to the exclusive jurisdiction of any state or federal court located in Santa Clara County, California (except for small claims court actions which may be brought in the county where you reside), and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

h. **Severability.** If any provision in this Dispute Resolution and Arbitration Section of these Terms is found to be unenforceable, that provision shall be severed with the remainder of this Section of these Terms remaining in full force and effect. The foregoing shall not apply to the prohibition against class or collective actions as provided for above. This means that if the prohibition against class or collective actions is found to be unenforceable with respect to a particular claim or request for relief and any appeals have been exhausted (or if the decision is otherwise final), then such claim or request for relief shall proceed in a court of competent jurisdiction, but it shall be stayed pending arbitration of all other claims and requests for relief.

i. **30 Day Right to Opt-Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth above by sending written notice of your decision to opt-out by emailing us at [arbitrationoptout@23andme.com](mailto:arbitrationoptout@23andme.com). The notice must be sent within thirty (30) days of your first use of the Service, or the effective date of the first set of Terms containing an Arbitration and Class Action and Class Arbitration Waiver section otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt out of these arbitration provisions, we also will not be bound by them.

## 6. Other things to know

### Modifications, Termination and Survival

**Modification.** 23andMe reserves the right at any time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. If you violate the Terms and/or 23andMe has a reasonable ground to suspect that you have violated the Terms, 23andMe has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

**Termination.** 23andMe may also, at any time, terminate its legal agreement with you if: (1) you have breached the Terms or incorporated policies, such as the user conduct guidelines (or have acted in manner which shows that you do not intend to, or are unable to comply with, the provisions of the Terms); (2) 23andMe is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); (3) the partner with whom 23andMe offered the Services to you has terminated its relationship with 23andMe or ceased to offer the Services to you; (4) 23andMe is transitioning to no longer providing the Services to users in the country or state in which you reside or from which you use the Services; or (5) the provision of the Services to you by 23andMe is, in 23andMe's opinion, no longer commercially viable. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Services may be referred to appropriate law enforcement authorities. You acknowledge and agree that 23andMe shall not be liable to you or any third party for any termination of your access to the Services, and you will defend and indemnify 23andMe and its affiliates against any liability, costs, or damages arising out of the breach of the representation. Finally, 23andMe may, in its sole discretion, restrict access to the website for any reason.

**Survival of Terms.** When the Terms come to an end, regardless of who terminates them, both you and 23andMe will continue to be bound by all but the following sections: Limited License, Modifications to Service.

### Hyperlinks and the 23andMe Website

The Service provides, and third parties may provide, links to other sites and resources on the Internet. Because 23andMe has no control over such sites and resources, you acknowledge and agree that 23andMe is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You should read the terms and conditions, including privacy policies, of any third parties to understand the rules and policies governing your use of their services or products.



**Entire Agreement.** The Terms make up the entire agreement between you and 23andMe, and supersede any prior agreements.

**Governing Law.** These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws, rules, or provisions.

**Waiver.** If we do not enforce a provision in these Terms, it will not be considered a waiver.

**Severability Clause.** If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect.

**Assignment.** You may not assign or delegate any rights or obligations under this agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under this agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, 23andMe for any third party that assumes our rights and obligations under this agreement.

## Notice

Notices to you may be made via either email or regular mail. 23andMe may also provide notices of changes to the Terms or other matters by displaying notices or links to notices to you generally on or through the Services. Official notices must be sent to us at:

23andMe, Inc.  
ATTN: General Counsel  
870 Market Street, Room 415  
San Francisco, CA 94102

Additionally, 23andMe accepts service of process at this address. Any notices that you provide without compliance with this section on Notices shall have no legal effect.

[Read the previous version of the document. \(/legal/terms-of-service/full-version/5.1/\)](/legal/terms-of-service/full-version/5.1/)



## SERVICES

[Health + Ancestry \(/dna-health-ancestry/\)](/dna-health-ancestry/)

[Ancestry Service \(/dna-ancestry/\)](/dna-ancestry/)

[23andMe+ Premium \(/membership/\)](/membership/)

[23andMe+ Total Health \(/total-health/\)](/total-health/)

[Gifts \(/gifts/\)](/gifts/)

[Merchandise \(https://merch.23andme.com/\)](https://merch.23andme.com/)

## COMPANY

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[Careers \(/careers/\)](/careers/)

[Refer a Friend \(https://refer.23andme.com/pub\\_footer\\_us\)](https://refer.23andme.com/pub_footer_us)

[Return & Refund Policy \(https://customer care.23andme.com/hc/en-us/articles/202907780\)](https://customer care.23andme.com/hc/en-us/articles/202907780)

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[FSA/HSA Eligibility \(/fsa-hsa/\)](/fsa-hsa/)

[Site Map \(/sitemap/\)](/sitemap/)

## LEGAL

[Important Test Info \(/test-info/\)](/test-info/)

[Terms of Service \(/legal/terms-of-service/\)](/legal/terms-of-service/)

[Privacy Statement \(/legal/privacy/\)](/legal/privacy/)

[Data Protection \(/gdpr/\)](/gdpr/)

[Family Considerations \(https://customer care.23andme.com/hc/en-us/articles/202907980\)](https://customer care.23andme.com/hc/en-us/articles/202907980)

[Research Consent \(/about/consent/\)](/about/consent/)

[Individual Data Consent \(/about/individual-data-consent/\)](/about/individual-data-consent/)

[Biobanking Consent \(/about/biobanking/\)](/about/biobanking/)

[Cookie Policy \(/about/cookies/\)](/about/cookies/)

[Cookie Choices \(/about/cookie-choices/\)](/about/cookie-choices/)

[Patent Information \(/patents/\)](/patents/)

[Report a Security Issue \(/security-report/\)](/security-report/)

[Consumer Health Data Privacy Policy \(/legal/us-privacy/#washington-consumer-health-data-privacy-policy\)](/legal/us-privacy/#washington-consumer-health-data-privacy-policy)

## PARTNER WITH US

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[Business Development \(https://partner.23andme.com/\)](https://partner.23andme.com/). NAAG B 000009

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